

DANIEL G. BOGDEN
 United States Attorney
 Nevada State Bar No. 2137
 MICHAEL A. HUMPHREYS
 Assistant United States Attorney
 Lloyd D. George United States Courthouse
 333 Las Vegas Boulevard South, Suite 5000
 Las Vegas, Nevada 89101
 Telephone: (702) 388-6336
 Facsimile: (702) 388-6787
 Counsel for Plaintiff

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$150,990.00 IN UNITED STATES
 CURRENCY,

Defendant.

2:12-CV-1014-JAD-(GWF)

SETTLEMENT AGREEMENT FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO
 ALEJANDRO DIAZ-FLORES AND ORDER

The United States of America ("United States"), by and through Daniel G. Bogden, United States Attorney for the District of Nevada, and Michael A. Humphreys, Assistant United States Attorney, and ALEJANDRO DIAZ-FLORES and his counsel, Joshua Tomsheck, Esq., agree as follows:

1. This case is a civil forfeiture action seeking to forfeit \$150,990.00 in United States Currency under Title 21, United States Code, Section 881(a)(6) and Title 31, United States Code, Section 5317(c)(2).

...

1 2. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to the civil judicial
2 forfeiture of the \$150,990.00 in United States Currency.

3 3. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to forfeit the
4 \$150,990.00 in United States Currency to the United States.

5 4. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to relinquish all right,
6 title, and interest in the \$150,990.00 in United States Currency.

7 5. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to waive his right to any
8 civil judicial forfeiture proceedings ("proceedings") concerning the \$150,990.00 in United States
9 Currency.

10 6. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to waive service of
11 process of any and all documents filed in this action or any proceedings concerning the \$150,990.00 in
12 United States Currency arising from the facts and circumstances of this case.

13 7. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to waive any further
14 notice to him, his agents, or his attorney regarding the forfeiture and disposition of the \$150,990.00 in
15 United States Currency.

16 8. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees not to file any claim,
17 answer, petition, or other documents in any proceedings concerning the \$150,990.00 in United States
18 Currency.

19 9. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to withdraw any claims,
20 answers, counterclaims, petitions, or other documents he filed in any proceedings concerning the
21 \$150,990.00 in United States Currency.

22 10. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to waive the statute of
23 limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime Claims and
24 Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional requirements, and the
25 constitutional due process requirements of any forfeiture proceedings concerning the \$150,990.00 in
26 United States Currency.

1 11. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to waive his right to a
2 trial on the forfeiture of the \$150,990.00 in United States Currency.

3 12. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to waive (a) all
4 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy
5 defense or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United
6 States Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and
7 unusual punishments in any proceedings concerning the \$150,990.00 in United States Currency.

8 13. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to the entry of a
9 Judgment of Forfeiture of the \$150,990.00 in United States Currency to the United States.

10 14. ALEJANDRO DIAZ-FLORES understands that the forfeiture of the \$150,990.00 in
11 United States Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost of
12 imprisonment, or any other penalty that may be imposed on ALEJANDRO DIAZ-FLORES in
13 addition to forfeiture.

14 15. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to the conditions set
15 forth in this Settlement Agreement for Entry of Judgment of Forfeiture as to ALEJANDRO DIAZ-
16 FLORES and Order ("Settlement Agreement").

17 16. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees to hold harmless the
18 United States, the United States Department of Justice, the United States Attorney's Office for the
19 District of Nevada, the United States Department of Homeland Security, the United States Department
20 of Immigration and Customs Enforcement, the Department of the United States Treasury, their
21 agencies, their agents, and their employees from any claim made by ALEJANDRO DIAZ-FLORES or
22 any third party arising out of the facts and circumstances of this case.

23 17. ALEJANDRO DIAZ-FLORES knowingly and voluntarily releases and forever
24 discharges the United States, the United States Department of Justice, the United States Attorney's
25 Office for the District of Nevada, the United States Department of Homeland Security, the United
26 States Department of Immigration and Customs Enforcement, the Department of the United States

1 Treasury, their agencies, their agents, and their employees from any and all claims, rights, or causes of
2 action of any kind that ALEJANDRO DIAZ-FLORES now has or may hereafter have on account of,
3 or in any way growing out of, the seizures and the forfeitures of the property in the abandonment, the
4 civil administrative forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

5 18. ALEJANDRO DIAZ-FLORES knowingly and voluntarily acknowledges, understands,
6 and agrees that (a) federal law requires the Department of the United States Treasury and other
7 disbursing officials to offset federal payments to collect delinquent tax and non-tax debts owed to the
8 United States and to individual states (including past-due child support); (b) if an offset occurs to the
9 payment to be made pursuant to this agreement, Claimant will receive a notification from the
10 Department of the United States Treasury at the last address provided by him to the governmental
11 agency or entity to whom the offset payment is made; (c) if they believe the payment may be subject
12 to an offset, they may contact the Treasury Department at 1-800-304-3107; (d) the terms of this
13 settlement do not affect the tax obligations fines, penalties, or any other monetary obligations owed to
14 the United States or an individual state; and (e) the exact sum delivered to Joshua Tomsheck, Esq., on
15 behalf of him, may well be a lesser sum, if the Treasury Offset Program reduces the amount in
16 satisfaction of a debt obligation.

17 19. After the property is forfeited in this civil case and the United States District Court has
18 signed the Settlement Agreement concerning the property, within a practicable time thereafter for the
19 United States, the United States agrees to release to ALEJANDRO DIAZ-FLORES one payment of
20 Thirty Seven Thousand Seven Hundred Forty Seven dollars and Fifty cents (\$37,747.50) in United
21 States Currency less any debt owed to the United States, any agency of the United States, or any debt
22 in which the United States is authorized to collect, through Joshua Tomsheck, Esq. ALEJANDRO
23 DIAZ-FLORES knowingly and voluntarily agrees to fill out the Department of the United States
24 Treasury Automated Clearing House ("ACH") form accurately and correctly and submit it to the
25 United States Attorney's Office so that the payment of the money can be disbursed by electronic fund
26 transfer. ALEJANDRO DIAZ-FLORES knowingly and voluntarily agrees the Thirty Seven Thousand

1 Seven Hundred Forty Seven dollars and Fifty cents (\$37,747.50) in United States Currency may be
2 offset by any debt owed to the United States, any agency of the United States, or any debt in which the
3 United States is authorized to collect.

4 20. Claimant understands that if his B1/B2 Non-Immigrant Visa card has expired he will
5 need to apply for a new one by following normal procedures, and that the Department of State has the
6 sole authority and discretion to grant such a visa. As a condition of this settlement agreement, the
7 ICE-HSI Office in Las Vegas, if consulted as part of the application process, agrees to provide a
8 recommendation with respect to Claimant's application for a B1/B2 Non-Immigrant Visa card.
9 Claimant understands and acknowledges with his signature below, or the signature of his authorized
10 legal representative, that no assurances, guarantees or legal obligations attach to the ICE-HSI Office in
11 Las Vegas's efforts to obtain the approval of a Non-Immigrant Visa card. Further, Claimant further
12 acknowledges and understands that, should he granted a B1/B2 Non-Immigrant Visa card, continued
13 possession of a Non-Immigrant Visa card is subject to the Claimant abiding with and conforming to all
14 laws, regulations and other mandates that pertain to the possession of that card in good standing.

15 21. Each party acknowledges and warrants that its execution of the Settlement Agreement is
16 free and is voluntary.

17 22. The Settlement Agreement contains the entire agreement between the parties.

18 23. Except as expressly stated in the Settlement Agreement, no party, officer, agent,
19 employee, representative, or attorney has made any statement or representation to any other party,
20 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no
21 party, officer, agent, employee, representative, or attorney relies on such statement or representation in
22 executing the Settlement Agreement.

23 24. The persons signing the Settlement Agreement warrant and represent that they have full
24 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
25 they are signing, to the terms of the Settlement Agreement.

1 25. This Settlement Agreement shall be construed and interpreted according to federal
 2 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,
 3 and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States
 4 District Court for the District of Nevada, located in Las Vegas, Nevada.

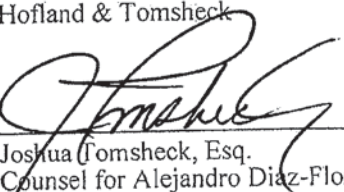
5 26. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

6 27. This Settlement Agreement shall not be construed more strictly against one party than
 7 against the other merely by virtue of the fact that it may have been prepared primarily by counsel for
 8 one of the parties; it being recognized that both parties have contributed substantially and materially to
 9 the preparation of this Settlement Agreement.

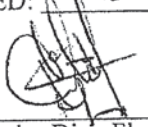
10 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
 11 cause for the seizure and forfeiture of the \$150,990.00 in United States Currency.

12
 13 DATED: October 2nd, 2014

14 Hofland & Tomscheck

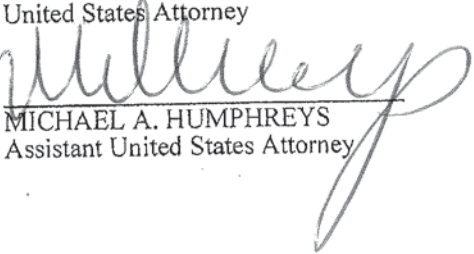
15
 16 
 17 Joshua Tomscheck, Esq.
 18 Counsel for Alejandro Diaz-Flores

19 DATED: 10-2-14

20 
 21 Alejandro Diaz-Flores

12
 13 DATED: Oct 3 2014

14 DANIEL G. BOGDEN
 15 United States Attorney

16 
 17 MICHAEL A. HUMPHREYS
 18 Assistant United States Attorney

22 **ORDER**

23 IT IS SO ORDERED.

24 Dated: October 7, 2014.

25 
 26 UNITED STATES DISTRICT JUDGE